1

File No. AFD-354-FAL-69

MYSORE GOVERNMENT SECRETARIAT

Notes/Correspondence/Collection

Department A&F Section Forest 'B'

Subject :— Permission to M/s The West Coast Paper Mills Ltd to assign the land in favour of Industrial Finance Corpn. of India for raising Sub-loans

Earlier References :— AFD 64 FAC 57 (Suppl)

Later References :— AFD 199 FAL 71

(Classification A/B/C) B

Notes Pages 9 5/9/69

Correspondence Pages 21

For/Not for Section note Book

To be destroyed after 1975

12.8.69 / 5.9.69

Indexed.

for Under Secretary to Government.

27/7/71

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಅರಣ್ಯ, ಪ್ರ. ರ ಮತ್ತು ಜೀವಿ
ಶಾಸ್ತ್ರ ಇಲಾಖೆ (ಅರಣ್ಯ-ಬಿ)

Sl. No. 1. Refn. dated 15.7.69 from m/s The West Coast Paper Mills Ltd. Bombay. AFD-354-FcL69

NOTE-1

The main file No. AFD-6-FAc 67 is not traceable as noted in para 1 of the supplimentary file placed below. We may call for a report from C.C.F.

① A draft letter is put up for approval

12/8.

Issue 12/8/69

ISSUED dated

Sl. No. 2.

Sl. No. 3. Refn. dated 5.8.69 of m/s West Coast Paper Mills Bombay.

We may await C.C.F's report

14/8.

Sl. No. 4. letter dated 19.8.69 of m/s West Coast Paper Mills Bombay. Sl. No. 5 dated 14.8.69

The firms representatives came and saw me. They wanted the orders immediately. The copy of the L.O. Sanctioning the Carts is stated to be required by the Section: put up a D.O. today.

21.8.69.

A draft D.O. letter is put up for approval

21/8.

21/8

ISSUED 24.8.69

AFD-359-FAL69

3

OF STATE

OFFICE OF THE ~~DEPUTY~~ MINISTER FOR ~~MINOR IRRIGATION~~ FORESTS.

VIDHANA SOUDHA,

BANGALORE-1

No. MF-520/69. NOTE-II **NOTE**

Dated. 22nd AUG. *196* 9.

4628/FR/69
22/8

File No. AFD 6 FAC 57 regarding the request of M/s West Coast Paper Mills for permission to mortgage their lease rights to Industrial Finance Corporation together with their latest letter dated 15-7-69 may please be put up for the perusal of the Minister urgently.

immediate
pl

(N. Venkoba Rao) 22/8
PRIVATE SECRETARY.

22/8

Under Secy., I
A.&.F. I
Sri Arya Mitra.

(1) M/s West Coast Paper Mills have requested permission to mortgage the lease hold right for raising a loan from the Industrial Financial corpn. (1) / Sl. No. 1

(2) The C.C.F was requested to offer his remarks and to send a copy of G.O. sanctioning 200 acres of land to the Mills originally in order to verify the terms and conditions. (2) / Sl. No. 2

(3) The C.C.F in his letter dated 19.8.69 has stated that he has no objection to permit the Co. As the signed G.O. was not sent by C.C.F he has been reminded again on 21.8.69 (4) and his reply is yet awaited (3) / Sl. No. 4 (4) / Sl. No. 6

21/8

As desired by the P.S. to the Stat

M. G. S. | Subject: | File No. AFD-354-Tech-69

4

WD 01050—GPB—8,00,000 13-12-65

Min for Forests, the file is herewith submitted for perusal.

22-8-69

M. ARYA MITRA,
Under Secy., A. & F. Dept.

Dy. Secy., A&D
No. 4959-
22/8

D.S)

Ps. to the Hon (Forests)

22/8/69

Perused by the Minister.

22/8

P.S.

2/8 (7). Note 3

St. No. 7 - Telegram dated 27.8.69 from M/s West Coast Paper Mill.
St. No. 8 Letter dated 25.8.69 from M/s West Coast Paper Mills

The C.C.F has not yet replied W.L. dated 21.8.69.

A draft reminder is put up for approval

3.9 I have also telephoned the CCF to send the G.O. copy: So far not received.

The file is called for by the P.S to the Min for Forests:

1.9.69.

P.S. to the Hon Min for Forests.

Discussed with the Minister for Forests, and it was instructed to put up the file immediately

1.9.69

Subject: **File No.AFD.354-FAL63** **M. G. S.**

5

Note 4

1. An extent of 200 acres ~~of~~ was leased in favour of the West Coast Paper Mills Ltd., by the erstwhile Govt. of Bombay in June 1956 (The original file is missing and has not been so far traced).

2. As per the deed of Modification dated 9-1-1958 (P.3 in file ~~&~~ AFD 6 FAC 57 (Part) the company was permitted to mortgage, the lease hold interest of the leased land in favour of the Industrial Finance Corporation of India for the purpose of raising a total loan of Rs.1.50 crores. The Government letter No.AFD 6 FAC 57 dated 6-7-1959 is at page 25 of the linked file. The L.D. has furnished opinion ~~of~~ in respect of this permission for raising Rs.1.50 crores (Para 10 of the L/f)

3. The firm ~~have~~ in their letter dated 15-7-1969 have stated that the rupee loan of Rs.1.50 crores loaned by the I.F.C. of India Ltd., stands now reduced rupees 60 lakhs. The said Corporation has sanctioned sub-loan in U.S.Dallors, West German Marks and French Francs equivalant to Rupees 91.79 lakhs for balancing equipment programme to expand mills production capacity to 50 thousand tonnes per annum

0

0
Sl. No. 1. P. 5.

4 One of the terms of sub-loans the Foreign Currencies is that the company (Lessee) should assign the land leased it in favour of the Corporation (I.F.C.I) to secure the facility. Therefore, they request permission to assign land of 200 acres to I.F.C.I. for purpose of raising sub-loan in Foreign currency.

5. By virtue of Government letter dated 6-7-59 P.25 of the L/f permission to the firm was given to assign the state forest land for raising a loan of 1.50 crores subject to the terms and conditions embodied in the deed of modification dated 9-1-58.

6. The C.C.F. has stated in his letter dated 19-8-1969 (Sl.No.4.P.11) that the facility given by Government vide letter dated 6_7-1959, may now be extended as requested by the company.

7. The Company wants now for raising a sub-loan from I.F.C.I. in foregin currencies for expansion of their mill's production capacity, and the request for the assignment of the lease hold rights over the State Forest lands ~~x~~ leased to the firm for the purpose.

8. For orders whether L.D. may be consulted for the assignment of Government land in favour of I.F.C.I. subject to condition that any such assignment will be subject to the Government ~~forest~~ charge against the firm, and since the foreign currency is ~~also~~ involved it is for orders whether F.D. is also consulted in the matter.

2.9.69

M. ARYA MITRA,
Under Secy., A. & F. Dept.

Note 5

① LD and FD will have to be consulted. The file may be referred to LD in the

first instance and thereafter to FD for concurrence.

(2) LD may kindly see for opinion, whether permission can be given for assignment of Leased lands for raising foreign currency loan.

2/9/69

LD).

Note – 6

Law Dept

LD. (Opn. II)
G.S. No 306 Date 2/969

The point for consideration is whether the company could be permitted to raise a loan on a mortgage of lease hold rights on 2052 acres of land leased to the company. Twice permission has been granted to the company for mortgaging the lease hold right. There may be no legal objection for granting permission for raising a further loan. In this connection opinion furnished by this dept in

AFD 354-FGL 69.

File No AFD (FAC 67 (Supp)
may be kindly seen.
The same opinion
holds good even now.

A & F.

3/9/69

K. GOPAL MODE,
Under Secy, Law Dept.

J.S. 306/2-11/69

R. & I. SECTION
F. D.
No.....
Date 3 SEP 1969
Section.....

Note-7

Note 4 and 6 may kindly be seen.
As Per minute in Note 5, opinion may
kindly be furnished on Note 4.

3.9.69

M. ARYA MITRA,
Under Secy., A. & F. Dept.

F.D: Note-8

U.O.No.FD/268-Int./WII/69. Finance Department,
Works & Schemes-II.

In view of the Law Department's opinion F.D. has no objection to the assigning of the lease-hold right subject to the condition that this would in no way affect the Government's right to resume the leased area in the event of violation of any of the conditions of lease. In the letter to the Factory, it may clearly be specified that what is being given is the permission to assign the lease-hold right for the purpose of raising a loan from the IFCI. It may also be mentioned that in the event of any default on the part of the Factory with regard to repayment of the loan to IFCI, the title of Government to this land would remain unaffected and what can be proceeded against is only the lease-hold right of the factory.

/Approved by F.S./

A. Mohandas Moses
4.9.69

(A. Mohandas Moses)
By. Secretary to Government,
Finance Department.

AFD

M. S. | Subject: APD 354 FGL 69. | File No. 8

NOTE-9

The Law & Parliamentary Affairs Department have furnished their opinion in note-6. The Finance Department have no objection to the assigning of the lease-hold right as requested for by the Company.

The conditions as stipulated by the Finance Department have been inserted in the letter.

The draft letter is for kind approval for being submitted to the Minister for Forests and the Chief Minister.

4.9.69.

(M.Arya Mitra)
Under Secy. A & F.Dept.

D.S.

The draft letter, conveying the permission to the factory may please be seen (before issue) by the F.S.

S.S. F.S. for Forests.

4/9/69

letter as amended may issue.

4/9.

F.S.

May be shown to L.D. before issue.

4.9.69.

L.D. (Opn. II)
D.S. No. 309 Date 4.9.69

A 472

for Gopal Hegde
M/s. L.D.

4/9/69

Subject: File No. 2 M. G. S.

WD 01050—GPB—8,00,000 13-12-65

Law Dept

F.S. 309/Lands II/69

Conditions 1 & 3 may be omitted. The imposition of condition No 1 has the effect of nullifying the permission itself. Condition No 3 is unnecessary.

L. U. Thyagarajan
4/9.

~~A.F.F~~

The draft letter, as modified in Committee with the L.S is submitted for appl. & issue

Secy. A/R

4/9/69

Dy. ~~Secy~~ C+I Dept

C+I does not apply to the ten cultivators on the last occasion. No other objection as it is mortgaging leasehold rights in respect of forest lands leased to the Co.

4/9

Min. ~~Forests~~

M[illegible] G. S. | Subject: | File No. 354 FH 69

10

WD 01050—GPB—8,00,000 13-12-65

Minister (State for Forests)

4/9/69
ALUR HANUMANTHAPPA
Min. of State for Forests

Min. of St. Forests.
No. 1305 Date. 4/9

C. M)

V. Puri
4/9.

. The draft as modified @ Page 19 may be issued Today.

4/9/69

Issue pl
4/9/69

ISSUED
Dated 5/9/69

Letter Addressed to Ft Sahib to the W.C.P. Hills. Bombay has been received by the P S to M/ Forests

Sl. No. 11. Tel: granted 21.8.69 from A.C.C.P.-M, HMS.

May be sanctioned 'C'.

5-9-69

5/9.

S. M. 1/

TO OPEN CUT HERE

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

TELEGRAM

Address

SECRETARY FOOD AGRICULTURE
DEPARTMENT MYSORE GOVT BANGALORE

Date Stamp

20-8-69
DIRECTOR
BANGALORE

R.A.I.
30067
21 AUG 1969

Time of { Booking / Receipt

From 5446/FMS

By 21/8

4865/FB

515

The sequence of entries at the beginning of this telegram is—class of telegram, time handed in, serial number, office of origin, date, service instructions (if any) and number of words.

This form must accompany any enquiry respecting this telegram.

SECOND FOLD

FIRST FOLD

X 1815 AA 590 BOMBAY 20 22

= REOURLET FIFTEENTH JULY REQUEST TELEGRAPHIC CONSENT TO CREATE CHARGE FAVOUR IFC == SOMANI WESTCOAST PAPERMILLS =

MGIPAh.—590—7-8-67—2.

7B) 21/8

Sh-HKR FA 22/8/69

2/8/69.

4657/FB/65 22/8 what does it mean pl?

Su 7B) 23/8 · 23/8.

SH. M-10

12 20

GOVERNMENT OF MYSORE

No. AFD 354 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,
4-9-1969
Dated, Bangalore, 4-9- 1969.

FROM

The *Secretary to the Government of Mysore*
Agriculture & Forest Department.

To

The Joint Secretary,
The West Coast Paper Mills Ltd.,
Registered Office: Shreenivas House
Nawaby Road, Bombay-1.

Sir,

Sub: Permission to assign the lease-hold rights in respect of 200 acres of land in favour of Industrial Finance Corporation of India for raising Sub-loans in Foreign Currencies equivalent to Rs. 21.79 lakhs.

With reference to your letter No.nil dated the 19th July 1969 on the above subject, I am directed to state that the Government of Mysore have no objection to your assigning the lease-hold rights in respect of Mysore Government land measuring 200 acres at Dandeli to the Industrial Finance Corporation of India for sanctioning Sub-loans in US Dollars, West German Marks & French Francs equivalent to Rs. 21.79 lakhs for balancing equipment programme to expand Mills production capacity. (Rupees Ninety one lakhs and seventy Nil thousands only)

This permission is subject to the condition that in the event of any default on the part of the factory (lessee) with regard to the re-payment of the loan to the Industrial Finance Corporation of India, the title of Government of Mysore on the said land would remain unaffected.

Yours faithfully,
4-9-69
(H. Arya Mitra)
Under Secretary to Government,
Agriculture & Forest Department.

Copy to:

1. The Commerce & Industries Department.
2. The Chief Conservator of Forests in Mysore, Bangalore.

---

3. The Chairman I.F.C.I. New Delhi.

Received the copy addressed to the Co: to be handed over to the Co's representative who is present here.

SI.M.10

14 (19)

DRAFT.

No.AFD 354 FGL 69.

To

The Joint Secretary,
The West Coast Paper Mills Ltd.,
Registered Office: Shreeniwas House
Waudby Road,
Bombay-1.

Sir,

Sub: Permission to assign the ~~land~~ lease-hold rights in respect of 200 acres of land in favour of Industrial Finance Corporation of India for raising Sub-loans in Foreign Currencies equivalent to Rs. 91.79 lakhs.

With reference to your letter No.nil dated the 15th July 1969 on the above subject, I am directed to state that the Government of Mysore have no objection to your assigning the lease-hold rights in respect of Mysore Government land measuring 200 acres at Dandeli to the Industrial Finance Corporation of India for sanctioning Sub-loans in US Dollars, West German Marks & French Francs equivalent to Rs. 91.79 lakhs for balancing equipment programme to expand Mills production capacity.

ISSUED
Dated 5/9/69

This permission is subject to the ~~following~~ conditions that: —

1. it would in ~~no~~ no way affect the Government's ~~right~~ of Mysore's right to resume the leased area in the event of violation of any of the conditions of the original lease; or on expiry of the lease.

as per the deleted LAD's opinion 4/9/69

(2) in the event of any default on the part of the factory (lessee) with regard to the re-payment of the loan to ~~the~~ the Industrial Finance Corporation of India, the title of Government of Mysore on the said land would remain unaffected;

p.t.o.

can only

3. ~~and what~~ the lender ~~could be~~ proceeded ~~d~~ against the factory against ~~is only~~ the lease-hold rights of the factory ie., West Coast Paper Mills Ltd., Government title to the land would remain unaffected by the proposed assignment of lease-hold right

to be deleted as per Lr. of even no. dt. 4/9

Yours faithfully,

4.9.69.

Under Secretary to Government,
A & F.Department.

Copy:

1) ~~C&I~~ & L Deptt.

~~Secy C&I Deptt.~~

2) CCF

3) Chairman I.F.C.I.

Sl. No-9

Sub: as at Sl. No-6.

16 18

AFD-354-FA-L-69

CEF,

In continuation ref. to C.L of even no. dated 21.8.69, on the subject cited above, I am directed to request you to expedite the reply in the matter.

Yours faithfully,

for D.A & P

PHONE : 26-82[illegible]
26-4456
26-1224
GRAMS : KAGAJM[illegible]

MILLS: DANDELI
(MYSORE STATE)

THE WEST COAST PAPER MILLS LTD

REGISTERED OFFICE
SHRFENIWAS HOUSE
[illegible]UDBY ROAD, BOMBAY-1

R. & I. SECTION
A. & F. D.
No. 112
Date 27 AUG 1969
Section 4807/FB

25 Aug 1969

Secretary
Food & Agriculture Department
Government of Mysore
Bangalore

5619/FB/69
28/8

URGENT

Dear Sir

Re: Consent to create charge in favour of Industrial Finance Corporation of India.

We confirm having sent you a telegram today reading as under :

REOURLET FIFTEENTH JULY AND TELEGRAM TWENTIETH AUGUST REQUEST TELEGRAPHIC CONSENT TO CREATE CHARGE FAVOURING IFC

We invite your kind attention to our letters dated 15 July and 14 August 1969, and request you to please accord your consent to create charge favouring Industrial Finance Corporation of India.

Thanking you

Yours faithfully
for THE WEST COAST PAPER MILLS LTD

NM Bhandari
JOINT SECRETARY

SP. NW 2

201

C. No.....

Stamp

R. & T. Office

No. 31057 Booking

Time of Receipt

Date 4810 1.15

Station From

By

The sequence of entries at the beginning of this telegram is—class of telegram, time handed in, serial number, office of origin, date, service instructions (if any) and number of words.

This form must accompany any enquiry respecting this telegram.

FA

5592/FB/69

27/8

TO OPEN CUT HERE

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

OPENED BY ...

RESIDENT ...

Address ...

TELEGRAM

SECOND FOLD

SECRETARY FOOD AGRICULTURE

DEPARTMENT MYSORE GOVERNMENT BANGALORE

7 PM

28/8

FIRST FOLD

X 1750 AA 453 BOMBAY 5 26

=== REOURLET FIFTEENTH JULY AND TELEGRAM TWENTIETH AUGUST REQUEST TELEGRAPHIC CONSENT TO CREATE CHARGE FAVOURING IFC -- QSOMANI WESTCOAST PAPERMILLS. -

Sir P ?

28/8

Always transfer to Forest-B. for authentication of Dtd. 4646/FB/69 & 5123/FB/69 sent to the Secretariat on 21.7.69 and 11-8-1969 respectively.

SR 28/8

Received on 29/8.

1 28/8.

Forest B) 28/8

S.I

Sl. No. 6

19 15

M.Arya Mitra,
Under Secretary to Govt.
Agri. & Forest Department.

Mysore Govt. Sectt.,
Vidhana Soudha,
Dated: 21.8.69

D.O.No.AFD 354 FGL 69.

Dear Sri Wesley,

Sub: Request of M/s.West Coast Paper Mills Ltd., Permission to assign the land admeasuring 200 acres in favour of the Industrial Finance Corporation of India for raising Sub-loans in Foreign currencies equalivalent to Rs.91.79 lacs.

Please refer to your letter No.A6.209. 1176/69 dated 19-8-1969 on the subject mentioned above.

I am ~~directed~~ desired to request you to furnish a copy of Govt. Order sanctioning the land originally to the Mills as requested ~~x~~ in Governmen t letter of even number dated 14-3-1969.

Yours sincerely,

21/8

Shri D.G.Wesley,
Additional Technical
Assistant to the Chief
Conservator of Forests
in Mysore, Bangalore.

Sl. No. 6

Subj. as at Sl. No. 4.

20 14

AFD. 354-Fa/LBP

ISSUED
Dated 21-8-69

Dear Sir Wesley

Please refer to your letter No. AG.209.1176/69 dated 19.8.69 ① on the subject mentioned above.

I am directed to request you to furnish a copy of G.O. sanctioning the land originally to the mills as requested in G.L of even no. dated 14.8.69.

① Sl. No. 4

y/s
N
21/8
(U.S)

Sd D G Wesley

ATA

Sl. No 21

PHONES : 260041
GRAMS : KAGAJMILL

MILLS : DANDELI
(MYSORE STATE)

THE WEST COAST PAPER MILLS LTD

REGISTERED OFFICE
SHREENIWAS HOUSE
WAUDBY ROAD, BOMBAY-1.

13

R. & I. SECTION
A. & P. D.
No. 29808
Date 19 AUG 1969

14 AUG. 1969

URGENT

R. & I. SECTION
A. & P. D.
No. 18376
Date 16 AUG 1969
Section W.I

4903

5399/FA/69 2078

4591/FB/69 21/8

The Secretary to the Govt. of Mysore
Agriculture & Food Department
Secretariat
Vidhan Soudha
BANGALORE.

Dear Sir

Permission to assign the land admeasuring 200 acres leased to us in favour of Industrial Finance Corporation of India for receiving sub-loans in foreign currencies equivalent to Rs.91.79 lacs.

We refer to our original request vide our letter dated 15th July 69 and the subsequent reminder dated 5th August 69. In this connection we beg to submit that if the Letter of Credit is not established on or before the 25th of this month the suppliers will increase prices of equipments to be imported. All the other formalities are over excepting your concurrence to assign the land in favour of Industrial Finance Corporation of India. We are sending herewith for your ready reference, a copy of your approval on a previous occasion for expeditious action.

Thanking you,

Yours faithfully
for THE WEST COAST PAPER MILLS LIMITED

NM BHANDARI
JT.SECRETARY.

Encl:

Forwarded to A+F Dept (vide enclosure)
16/8/69
A+F

16/8/69
G. G. PUROHIT,
Under Secy., P. L. M. Dept. (Labour)

16/8
FB) 21/8

THE WEST COAST PAPER MILLS LTD.
Registered Office :
SHREENIWAS HOUSE, WAUDBY ROAD,
FORT, BOMBAY 1.

22 12

COPY

GOVERNMENT OF MYSORE

No.AFD 6 FAC 57

Mysore Government Secretariat
Vidhana Soudha
Bangalore

Dated 6th July 1959.

From:

The Secretary to Government of Mysore
Agriculture & Forest Department

To

The Director
West Coast Paper Mills Ltd
Shreeniwas House, Waudby Road
BOMBAY-1.

Sir,

Sub: West Coast Paper Mills Ltd. - Deed of modification for raising a loan of Rs.one crore with the Industrial Corporation of India - request to assign the land admeasuring 200 acres for raising additional loan of Rs.50 lakhs

---

With reference to your letter No. Nil dated 17.6.1959, I am directed to state that the State Government has no objection to your assigning the Mysore Forest Department land at Dandeli admeasuring 200 acres to the Industrial Finance Corporation of India for the purpose of raising a total loan of Rs.1.50 crores (Rs.one crore and fifty lakhs) for your Paper Mills at Dandeli having regard to the terms and conditions embodied in the deed of modification dated 9th January 1958.

Yours faithfully

Sd. S.A. Mannan
Deputy Secretary to Government
Agriculture & Forest Department.

Sl.No 4

23 11

No.A6- 209-1176/69 Chief Conservator's Office,
Bangalore, dated: 19th Aug.1969

To
The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Sir,

Sub: Request of M/s. West Coast Paper Mills Ltd.
Permission to assign the land admeasuring 200 acres in favour of the Industrial Finance Corporation of India for raising Sub-loans in foreign currencies equalivalent to Rs.91.79 lacs.
Ref: Your No.AFD-354-FCL-69 dated 14.8.1969.

-o-

4564/FB/69.
20.8.69.

I have to state that such permission has been given by Government earlier in favour of the Company vide their letter No. FD-6-FAC-67 dated 6.7.1959 and the same facility may be extended now, as requested by the Company.

Yours faithfully,

D. Manjundappa
(D.Manjundappa) 19/8
Chief Conservator of Forests.

GS.

FB) 19/8
Sup
Fr R
19.8

Sl. No. 3

24

10

PHONES : 260041
GRAMS : KAGAJMILL

MILLS . DANDELI
(MYSORE STATE)

THE WEST COAST PAPER MILLS LTD

REGISTERED OFFICE
SHREENIWAS HOUSE
WAUDBY ROAD, BOMBAY-1.

R. & I. SECTION
A. & F. 28356
No. 7 AUG 1969
Date 4411/78/69.

O/

August 5, 1969

URGENT

5123/FA/69.

The Secretary to the
Government of Mysore
Agriculture & Food Dept.
Secretariat
Vidhan Soudha
BANGALORE

Dear Sir:

P/2

Re : Permission to assign the land admeasuring 200 acres leased to us in favour of Industrial Finance Corpn. of India for receiving sub-loans in foreign currencies equivalent to Rs.91.79 lacs.

We invite your kind attention to our letter dt. 15.7.69 on the above subject and request you to kindly expedite your permission to assign the land admeasuring 200 acres leased to us in favour of Industrial Finance Corpn. of India for the above purpose.

Thanking you!

Yours faithfully
For THE WEST COAST PAPER MILLS LTD.

NM BHANDARI
JT SECRETARY

Mayilee transfer to Forest-B) cc Confirming Order. 4646/FA/69 dt. 21.7.1969.

11/8

Forest-B) 11/8.

x

L R

S.No. 25

GOVERNMENT OF MYSORE

No. AFD 354 FGL 69. MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 11.8.196

FROM

The *Secretary to the Government of Mysore,*
Agriculture & Forest Department.

To. The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Permission to assign the land admeasuring 200 acres in favour of Industrial Finance Corpn of India for raising sub-loans in Foreign Currencies equivalent to Rs.91.79 lacs.

In enclosing a copy of representation dated 15-7-1969 of M/s. The West coast Paper Mills Ltd., Bombay, on the subject mentioned above, I am directed to request you to offer your remarks in the matter. A copy of Govt. Order sanctioning the land originally, to the Mills may also be sent.

Yours faithfully,

13/8/69

(N.Shantha Raju)
Section Officer,
Agri. & Forest Department.

hms/13-8/

Copy of letter dated 15 July 1969 from the Joint Secretary, The West Coast Paper Mills Ltd., Bombay, to the Secretary to Government, Agriculture & Forest Department, Bangalore.

Sub: Permission to assign the land admeasuring 200 acres in favour of Industrial Finance Corpn of India for raising Sub-loans in Foreign Currencies equivalent to Rs.91.79 lacs.

We invite your kind attention to your letter No.AFD 6 FAC & 57 dated 6 July 1969? (copy enclosed for ready reference) whereby you had kindly granted permission to the Company toassign the land leased to it in favour of the Industrial Finance Corporation of India for rupee loan of Rs.1.50 crores which now stands reduced to Rs.60 lakhs. The Corporation has sanctioned sub-loans in US Dollars, W.German Marks & French Francs equivalent to Rs.91.79 lacs for Balancing Equipment Programme to expand Mills production capacity to 50,000 tonnes per annum.

One of the terms of the sub-loans in Foreign currencies is that the Company should assign the land leased to it in favour of the Corporation to secure the facility. Copy of their letter No.L.79/ Legal/69-3846 dated 3 June 1969 in this connection is enclosed.

We, therefore, request you to kindly permit us to assign land the admeasuring 200 acres to the Industrial Finance Corporation of India for the purpose of raising sub-loans in foreign currencies as stated above.

Thanking you.

Copy of letter No.AFD 6 FAC & 57 dated 6th July 1959 from the Secretary to Government, Agriculture & Forest Department, to the Director, The West Co-ast Paper Mills Ltd., Shreeniwas House, Waudby Road, Fort, Bombay-1.

Sub: West Coast Paper Mills Ltd., Deed of Modification for raising a loan of Rs.one crore with the Industrial Corporation of India - request to assign the land admeasuring 200 acres for raising additional loan of Rs.50 lakhs.

With reference to your letter No.nil dated 17-6-1959, I am directed to state that the State Government has no objection to your assigning the Mysore Forest Department land at Dandeli admeasuring 200 acres to the Industrial Finance Corporation of India for the purpose of raising a total loan of Rs.1.50 crores (Rs.one crore and fifty lakhs) for your Paper Mills at Dandeli having regard to the terms and conditions embodied in the deed of modification dated 9th January 1958.

Copy of letter No.L.79/Legal/69-3846 dated 3rd June 1969 from the Manager, The Industrial Finance Corporation of India, Mehta Mahal, 5th floor, 15 Mathew Road, Bombay-4, to M/s.West Coast Paper Mills Ltd., Shreeniwas House, Waudby Road, Bombay-1.

Sub: Interim sub-loan of US$ 77,500 equivalent to Rs.5,81,250-00 Sanctioned to you - Execution of Documents.

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contd.2.

27 7

/2/

Please refer to the correspondence resting with your letter dated the 21st February 1969 on the above subject.

We advise having prepared the drafts of the following documents and forward the same for your perusal and early return.

i) Deed of Hypothecation
ii) Promissory Note
iii) Undertaking regarding meeting of Shortafll in resources
iv) Undertaki g regarding non-withdrawal of un-secured loans/deposits etc.
v) Undertaking from the Directors in regard to non-transfer of shares.
vi) Undertaking from the Company regarding non-transfer of the shares.
vii) Guarantee from M/s.Digvijay Cemsnt Co. Ltd.
viii) Undertaking from the company in regard to execution of the Amendatory Agreement.
ix) General declaration and undertaking regarding disclosure of facts etc.

In this connection please note that in addition to other moveable machinery and equipment, the new machinery and equipment to be acquired under the Dollor Sub-loan are to be included in the schedule to the said Agreement of Hypothecation. Please, therefore, send us immedi ately upto-date list giving full details of your plant and machinery including the particulars of the said new machinery. Please send us six copies of the said lists duly typed on ledger papers.

You are aware that we have allowed you to continue to have the charges ranking in priority to the charge of the Corporation on your machinery stores and spares, furniture, cars, trucks, tractors, vehicles, trolleys, typewriters, caculating machines in favour of your Bankers in connection with your arrangements for working capital till such time as the Hypothecation loans so raised from your Bankers are repaid. It will, therefore, be necessary for you to obtain the consent of your Bankers for creating charges on the said items in favour of the Corporation

You are also aware that you had entered into a Deed of modification dated the 9th ~~Jan~~ day of January, 1958 with the Government of Mysore and the Corporation in connection with the mortgage of your lease hold properties to secure the first loan of Rs.1.00 crore advanced to you by the Corporation and that at the time of execution of Deed of Further Charge to secure the additional loan of Rs.50.00 lacs advanced to you, you had obtained a letter No.AFC.6 FAC 57 dated the 6th July 1959 from the Government of Mysore consenting to the mortgaging of your land to the Corporation for the purpose of raising a total loan of Rs.1,50,00,000/- from the Corporation Please, therefore, obtain and send to us immediately the necessary permission from the Govt. of Mysore for mortgaging your land to the Corporation for the purpose of additional sub-loans also.

Please also confirm that no further permission/consent of any other authority is required to be obtainedby you for mortgging your existing properties to secure the additional sub-loans sanctioned to you except the one mentioned above.

Please also furnish us a certificate from your auditors to the effect that your borrowings including the sub-loans from the Corpn. do not contravene the provisions of section 293(1)(d) of the companies Act, 1956

Please forward to us certified true copes of the documents executed by you, if any, in favour of your Bankers as also in favour of your machinery suppliers, for our perusal.

You are also requested to furnish us upto-date list of your Directors and their shareholdings in the Company.

Please acknowled[illegible]ipt.

Sl. No. 2.
Sub: as at Sl. No. 1.

28

ISSUED
Dated 16

AFD-354-FGL69

CCF,

In enclosing a copy of representation dated 15.7.69 of M/s The West Coast Paper Mills Ltd Bombay, on the subject mentioned above, I am directed to request you to offer your remarks in the matter. A copy of G.O. sanctioning the land originally to the Mills may also be sent.

(1) Sl. No. 1 (Page 1 to 5)

g/1

12/8/69
S.O. A&F

26-8245
PHONES : 26-4456
26-1224
GRAMS : KAGAJMILL

Sl. No. 1.

29

MILLS: DANDELI
(MYSORE STATE)

THE WEST COAST PAPER MILLS LTD

REGISTERED OFFICE
SHREENIWAS HOUSE
WAUDBY ROAD, BOMBAY-1

25337

15 July 1969

The Secretary
to Government of Mysore
Agriculture & Forest Department
Mysore Government Secretariat
Vidhana Soudha
Bangalore

Dear Sir

G.I. SECTION
A.&F.D.
No. 4464/7A/69
Date 18 JUL 1969
Section.....

Re: Permission to assign the land admeasuring 200 acres in favour of Industrial Finance Corpn of India for raising Sub-Loans in Foreign Currencies equivalent to Rs.91.79 lacs.

3849/7B/69

We invite your kind attention to your letter No.AFD 6 FAC 57 dated 6 July 1969 (copy enclosed for ready reference) whereby you had kindly granted permission to the Company to assign the land leased to it in favour of the Industrial Finance Corporation of India for rupee loan of Rs.1.50 crores which now stands reduced to Rs.60 lacs. The Corporation has sanctioned Sub-Loans in US Dollars, W. German Marks & French Francs equivalent to Rs.91.79 lacs for Balancing Equipment Programme to expand Mills production capacity to 50,000 tonnes per annum.

One of the terms of the Sub-Loans in Foreign Currencies is that the C ompany should assign the land leased to it in favour of the Corporation to secure the facility. Copy of their letter No.L.79/Legal/69-3846 dated 3 June 1969 in this connection is enclosed.

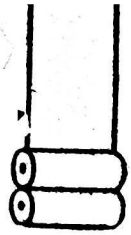
We, therefore, request you to kindly permit us to assign land the admeasuring 200 acres to the Industrial Finance Corporation of India for the purpose of raising Sub-Loans in Foreign Currencies as stated above.

Thanking you

Yours faithfully
for THE WEST COAST PAPER MILLS LTD

NM Bhandari
JOINT SECRETARY

Encl: as above.



Sr N-1CA)

30 4

THE WEST COAST PAPER MILLS LTD.
REGISTERED OFFICE :
SHREENIWAS HOUSE, WAUDBY ROAD,
BOMBAY-1. (BR)

COPY

GOVERNMENT OF MYSORE

No. AFD 6 FAC 57

Mysore Government Secretariat
Vidhana Soudha
Bangalore
Dated 6th July 1959. 7

6.7.1959

From

The Secretary to Government of Mysore,
Agriculture & Forest Department

To

The Director,
The West Coast Paper Mills Ltd.,
Shreeniwas House, Waudby Road,
Fort, Bombay 1

Sir,

Sub: West Coast Paper Mills Ltd. - Deed of modification for raising a loan of Rs.one crore with the Industrial Corporation of India - request to assign the land admeasuring 200 acres for raising additional loan of Rs.50 lakhs.

With reference to your letter No. Nil dated 17-6-59, I am directed to stated that the State Government has no objection to your assigning the Mysore Forest Department land at Dandeli admeasuring 200 acres to the Industrial Finance Corporation of India for the purpose of raising a total loan of Rs.1.50 crores (Rs. one crore and fifty lakhs) for your Paper Mills at Dandeli having regard to the terms and conditions embodied in the deed of modification dated 9th January 1958.

Yours faithfully,

Sd.;/- S.A. Mannan

Deputy Secretary to Government,
Agriculture & Forest Department.

TRUE COPY.

Sl.No.1(B) P.1

B1

3

THE WEST COAST PAPER MILLS LTD.
REGISTERED OFFICE:
SHRBENIWAS HOUSE, WAUDBY ROAD,
BOMBAY-1. (BR)

COPY

INDUSTRIAL FINANCE CORPORATION OF INDIA

Mehta Mahal
5th Floor
15 Mathew Road
Bombay-4.

L.79/Legal/69-3846

3rd June 1969

M/s West Coast Paper Mills Ltd.
Shreeniwas House
Waudby Road
Bombay-1.

Dear Sirs

Re: Interim Sub-Loan of US$ 77,500 equivalent to Rs.5,81,250.00 sanctioned to you - Execution of Documents.

Please refer to the correspondence resting with your letter dated the 21st February 1969 on the above subject.

2. We advise having prepared the drafts of the following documents and forward the same for your perusal and early return.

i) Deed of Hypothecation
ii) Promissory Note
iii) Undertaking regarding Meeting of Shortfall in resources
iv) Undertaking regarding non-withdrawal of unsecured loans/deposits etc.
v) Undertaking from the Directors in regard to non-transfer of shares.
vi) Undertaking from the Company regarding non-transfer of the shares
vii) Guarantee from M/s Digvijay Cement Co. Ltd.
viii) Undertaking from the Company in regard to execution of the Amendatory Agreement.
ix) General Declaration and Undertaking regarding disclosure of facts etc.

3. In this connection please note that in addition to other moveable machinery and equipment, the new machinery and equipment to be acquired under the Dollar

... 2.

THE WEST COAST PAPER MILLS LTD.
REGISTERED OFFICE:
SHREENIWAS HOUSE, WAUDBY ROAD,
BOMBAY-1. (BR)

COPY

Sub-Loan are to be included in the schedule to the said Agreement of Hypothecation. Please, therefore, send us immediately upto-date list giving full details of your plant and machinery including the particulars of the said new machinery. Please send us six copies of the said lists duly typed on ledger papers.

4. You are aware that we have allowed you to continue to have the charges ranking in priority to the charge of the Corporation on your machinery stores and spares, furniture, cars, trucks, tractors, vehicles, trolleys, typewriters, calculating machines in favour of your Bankers in connection with your arrangements for working capital till such time as the Hypothecation loans so raised from your Bankers are repaid. It will, therefore, be necessary for you to obtain the consent of your Bankers for creating charge on the said items in favour of the Corporation.

5. You are also aware that you had entered into a Deed of Modification dated the 9th day of January, 1958 with the Government of Mysore and the Corporation in connection with the mortgage of your leasehold properties to secure the first loan of Rs.1.00 crore advanced to you by the Corporation and that at the time of execution of Deed of Further Charge to secure the additional loan of Rs.50.00 lacs advanced to you, you had obtained a letter No.AFC.6.FAC.57 dated the 6th July 1959 from the Government of Mysore consenting

... 3.

THE WEST COAST PAPER MILLS LTD.
REGISTERED OFFICE :
SHRBENIWAS HOUSE, WAUDBY ROAD,
BOMBAY-1. (BR)

COPY

to the mortgaging of your land to the Corporation for the purpose of raising a total loan of Rs.1,50,00,000/= from the Corporation. Please, therefore, obtain and send to us immediately the necessary permission from the Government of Mysore for mortgaging your land to the Corporation for the purpose of additional sub-loans also.

6. Please also confirm that no further permission/ consent of any other authority is required to be obtained by you for mortgaging your existing properties to secure the additional sub-loans sanctioned to you except the one mentioned above.

7. Please also furnish us a certificate from your auditors to the effect that your borrowings including the sub-loans from the Corporation do not contravene the provisions of Section 293(1)(d) of the Companies Act, 1956.

8. Please forward to us certified true copies of the documents executed by you, if any, in favour of your Bankers as also in favour of your machinery suppliers, for our perusal.

9. You are also requested to furnish us upto-date list of your Directors and their shareholdings in the Company.

10. Please acknowledge receipt.

Yours faithfully

Sd.:
(M.S. NAGRATHA)
MANAGER.

Encl.: As stated above.

"Letter No.AFD-6-FAC/57 of 18-10-1957 from the Deputy Secretary to Government, Agriculture and Forestss Department, Bangalore to the Director, West Coast Paper Mills, Ltd., Shreenivas House, Woudby Road, Fort, Bombay.

Sub:-Amendment in the lease deed dated the 29th June 1956

Ref:-Your letter No.H/IFC-2/A dated ~~4th~~ 14th July 1957.

I am directed to forward herewith three copies of the agreement duly signed by the Secretary to the Government of Mysore in the Agriculture & Forest Deptt. and to request you kindly to execute the lease agreement and to forward the three copies to the General Manager, Industrial Finance Corporation of India, New Delhi, for execution. On receipt of the copies duly executed, one will be sent to West Coast Paper Mills, Ltd., and another to the Industrial Finance Corporation.

I am also to state the according to Rule 1959(a) 2 of Bombay Financial Publication No.I(Financial Rules under Devolution Rule 37(e) the agreement for the lease of Forest land is exempt from stamp duty and registration and, therefore, the lease agreement dated the 29th June 1956 was not registered."

Copy with compliments to the General Manager, Industrial Finance Corporation of India, post Box.No.363, New Delhi for information and necessary action.
Copy to the C.C.F. in Mysore, Bangalore for information.
Copy to the C.F.B.C. for information.

Sd/- M.N.Gundu Rao
Dy.Secy.A.F.Deptt.

....

No.16(5(Pt)10626 of 1957-58.
Belgaum, 5th November, 1957.

Copy forwarded to the D.F.O.N.D.K.Dharwar for information.

Sd/-
(N.S.Kaikini)
Conservator of Forests, B.C. Belgaum.

- -

~~Copy of letter No. AFD-6-FAC-57 dated 6-6-1958~~

//COPY//

Divisional Forest Officer,
Dandeli Division, Dharwar.

35

Copy of letter No.AFD 6 FAC 57 dated 6-6-1958 from the Secretary to Govt.Agril. & Frt.Deptt.to the Joint Secretary, The West Coast Paper Mills Ltd., Shreeniwas House, Wadly Road, Fort, Bombay and copied to this office.

Subject:-Permission for creating second charge.

In continuation of Govt.letter No.even dated the 9th May 1958, I am directed to communicate the approval of Govt. to the creation of a Second mortgage of the lease hold rights at Dandeli without prejudice to Government's own rights therein. A copy of the triplicate agreement may kindly be forwarded to Government when executed.

No.A2-7894/57.

Chief Conservator&s Office,
Bangalore, dated 16-6-1958.

Copy to the Conservator of Forests, Belgaum Circle, for information & need ful action to execute the agreement, and report

Sd/-C.Jayaram Reddy,
Chief Conservator of Forests.

//COPY//

Divisional Forest Officer,
Dandeli Division, Dharwar.

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Letter No.AFD-6-FAC-57, dated 6-7-1959, from the Secy. to Govt.of Mysore, Agril.Ft.Deptt, Bangalore the Director, The West Coast Paper Mills Ltd., Shreenivas House, Waudby Road, Fort Bombay-1.

Subject:-West Coast Paper Mills(P)Ltd., Deed of modification for raising a loan of Rs.one crore with the Industrial Corporation of India request to assign the land admeasuring 200 acres for raising additional loan of Rs.50 lakhs.

With reference to your letter No.Nil dated 17-6-59, I am directed to state that the State Govt.has no objection to your assigning the Mysore Forest Deptt.land at Dandeli admeasuring 200 acres to the Industrial Finance Corporation of India, for the purpose of raising a total loan of Rs.1.50 crores(Rs.One crore and fifty lakhs) for your Paper Mills at Dandeli having regard to the terms and conditions embodied in the deed of modification dated 9th Jan 1958.

Copy to: The ~~Xxxxxxxxxxx~~ C.C.F.in Mysore, Bangalore in supersession of Govt.letter of even No.dt.4-7-1959.

Chief Conservator's Office,

No.A2(b)58-1647/58. Bangalore, dt.21 July, 1959.

Copy to the C.F.B.C.& D.F-Os.N.D.K.Dharwar.

Sd/-

Chief Conservator of Forests,.

//COPY//

Divisional Forest Officer,
Dandeli Division, Dharwar.

37

Copy of letter No.FND.2855/7731(a)-J dated 27th January 1956 from the Assistant Secretary to Government of Bombay, Agri. and Forests Department, Sachivalaya, Bombay, to the Director, the West Coast Paper Mills Ltd.

Sub: Forest Land: Grant of - for the establishment of Paper and pulp factory at Dandeli.

I am directed to enclose for your information a copy of the agreement approved by Government in connection with the lease of the forest land granted to you for the establishment of the above factory. The Chief Conservator of Forests has been requested to get the agreement executed with your company at an early date. You are requested to execute the agreement immediately on hearing from the Chief Conservator of Forests.

Sd/- Assistant Secy to Govt

THIS LEASE made this Twentyninth day of June one thousand nine hundred and fifty six Between the Governor of BOMBAY, exercising the executive power of the Government of the State of Bombay hereinafter called ' the Lessor'(which expression shall unless the context does not so admit include his successors in office and assigns) of the one part and the West Coast Paper Mills Limited, a company incorporated under the Indian Companies Act,1913 and having its Registered Office at Shreenivas House, Waudby Road, Bombay-1, hereinafter called 'the lessee' (which expression shall unless the context does not so admit include its successor or succesors in business and permitted assigns) of the other part.

WHEREAS by an Agreement dated the 13th day of August 1955, the Lessor granted to the Lessee forest concessions for a period of thirty years for extraction of bamboos for the manufacture of pulp and paper at the factory proposed to be started by the Lessee at Dandeli in Kanara District.

AND WHEREAS in pursuance of clause 5 of the said Agreement the Lessee has applied to the Lessor for the grant of a lease of 200 acres of the forest land for a factory site and housing colony of the Lessee's employees and for purposes connected therewith and has agreed to observe and perform the terms covenants and conditions on the part of the Lessee hereinafter contained.

AND WHEREAS by a rule under section 76, Clause (d), of the Indian Forest Act, 1927, hereinafter called "the said Act", whoever enters into any contract with any Forest Officer acting on behalf of Government shall, if so required by such Forest Officer, bind himself by a written instrument to perform such contract;

NOW THESE PRESENTS WITNESS that in pursuance of the said agreement and in consideration of the rent hereby reserved and the conditions and covenants on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee, All that piece or parcel of land situate at containing by admeasurement 200 acres or thereabouts and more particularly described in the schedule hereunder written and delineated on the

27.39

on the
plan thereof hereto annexed and thereon surrounded by a red coloured boundary line together with the buildings or erections at any time standing or being thereon And Together also with all the rights easements and appurtenances thereto belonging Except and Reserving unto the Lessor all the mines and minerals in and under and the trees, shurbs and other growth upon the said land or any part thereof To Hold the said land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as 'the demised premises') unto the Lessee for a term of 30 years to be computed from the day of 195 . Paying therefor yearly during the said term unto the Lessor at the office of the or as may be otherwise required an yearly rent of Rs.16,000/- in each year without any deductions whatsoever subject Always to the provisions of the Indian Forest Act,1927 and the Rules thereunder and subject also to all the conditions, restrictions and stipulations hereinafter following.

(a) During the said term hereby created to pay unto the Lessor the said rent of Rs.16,000/- at the time on the days and in the manner hereinbefore appointed for payment thereof clear of all deductions.

(b) To pay all existing and future taxes rates assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon;

(c) Not to make any exeuction on any part of the said land hereby demised or remove any stone, sand, gravel clay or earth thereupon without the previous permission of the Conservator of Forests, Southern Circle.

(d) Not to cut or remove any trees or plants on the said land without the previous permission of the Conservator of Forests Southern Circle.

29 40

(e) Not to commence the construction or erection of any building structure or other work on the said land unless and until the lay out and plans and details thereof shall have been previously submitted by the Lessee for scrutiny of and to be approved in writing by the Conservator of Forests, Southern Circle and to construct the buildings or erections so permitted in strict accordance with the approved plans within such period as may be prescribed by the Conservator of Forests, Southern Circle;

(f) Not to make any alteration or addition to any building or erection erected and standing on the demised premises except with the previous approval in writing of the Conservator of Forests, Southern Circle;

(g) To use the said land hereby demised for the purposes of a pulp and paper factory and housing colony for the Lessees employees and the purposes legitimately connected therewith and for no other purpose whatsoever;

(h) Within Six months from the date of ~~at the~~ expiration or sooner determination of the said term quietly to deliver up to the Lessor ~~and~~ the demised premises and all erections and buildings then standing or being thereon PROVIDED ALWAYS that the Lessee shall be at liberty if it shall have paid the rent then due and in addition thereto a sum equal to the rent for the then unexpired period of the said term and all Municipal and other taxes rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all buildings erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings erections or structures may have been removed;

31 41

(i) not to assign, underlet, part with the possession of the demised premises or any part thereof or transfer the Lessee's interest therein without the previous permission in writing of the ~~Conservator of Forests, Southern Circle~~ & Lessors who may in his absolute discretion refuse or grant the same subject to such condition as he may think including the payment of such portion of the increased returns to the Lessee from such underletting assignment or transfer as the Lessor may determine.

(j) To protect from fire and other damage by a man or beast the land as well the reserved trees and forest produce thereon and shall make good to the Lessor on demand all damage and loss thereto and thereof from whatsoever cause arising;

(k) To prevent any fire from spreading from the land into the neighbouring Government forest;

(l) To assist in extinguishing any fire occurring in the neighbouring Government forest;

(m) To assist in preventing the commission in the neighbouring Government forest, of any forest offence ~~and~~ and, when there is reason to believe that any such offence has been committed in that forest in discovering and arresting the offender;

(n) To repair and keep in good order all special or other mark defining the boundaries of the demised land;

(o) To pay all such expenses as the Divisional Forest Officer may determine to be necessary for, or to have been incurred in the execution of any work to be done, which by the conditions hereinbefore contained he has bound himself to perform and which on requisition made by the Divisional Forest Officer the Lessee has failed or omitted within the time specified in such requisition to perform;

(p) Throughout the said term to keep the demised premises clear of the coppice, stools, lantana, brush wood and other similar growth;

(q) To keep a strip of 50 feet width on the road side

and on the side abutting nallah and 100 feet in width on other side where the boundary adjoins reserved forests. Such strip shall be kept clear of any inflammable material throughout the said term so as to prevent fire from spreading into the adjoining forests. The Lessee will be at liberty to grow vegetable or crops on the said strip but shall not erect any structures or store any materials thereon.

(r) To observe and perform the conditions and covenants contained in the Agreement dated the 13th August 1955 on the part of the lessee therein contained.

2. AND in consideration of the lease hereby granted to it as aforesaid and in compliance with the rule hereinabove recited the Lessee does bind himself to perform every duty and act expressed in the conditions hereinafter contained as to be performed by it and does covenant with the Lessor that it, the Lessee, and each of its servants and agents will abstain from every act expressed in the conditions hereinafter contained as to be abstained from and the Lessee doth hereby agree that in case of any breach of any of the said conditions the Lessee shall pay to the Lessor through the Divisional Forest Officer on demand made in such behalf by him the sum of Rupees 1,000/- or such smaller sum as may in each case be determined by the Divisional Forest Officer in default whereof the whole of the said sum of Rs.1,000/- or such smaller sum as aforesaid will, in accordance with section 85 of the said Act, be recoverable from him as an arrear of land revenue.

3. If and whenever any part of the rent hereby reserved shall be in arrear the same may be recovered from the Lessee as an arrear of land revenue.

4. If the said rent hereby reserved shall be in arrear for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee

35. 43

hereinbefore contained and also contained in the Forest Concession Agreement dated the 13th day of August 1955 the Lessor may re-enter upon any part of the demised premises in the name of the whole without being liable to pay to the Lessee any compensation and thereupon the term hereby granted shall absolutely cease and determine. PROVIDED ALWAYS that except for non payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Conservator of Forests Southern Circle on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within a reasonable time after the giving or leaving of such notice;

5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy and the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor;

6-X Pl. See the Sup. IN WITNESS WHEREOF the common seal of the West Coast Paper Mills Limited has been affixed hereto and the Governor of Bombay hath caused the Divisional Forest Officer, Kanara Norther Division to set his hand and affix his official seal hereto on his behalf the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of land or ground of the quit and Ground Rent Tenure situate, lying and being at

6. If the lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new lease of the demised premises for a further term of sixty years from the date of the expiration of the present lease with such covenants provisos and stipulations as may be then agreed upon between the lessor and lessee and on such renewal such yearly rent shall be reserved whether the same be decreased or increased as the Lessor shall then determine provided always that the

45 37

and bearing S.No. 4 of Dandeli village
in the Registration Sub-District of North Kanara
containing by admeasurement 200 acres
~~square yards~~ or
thereabout, and bonded as follows that is to say

on or towards the East by

on or towards the West by

on or towards North by

on or towards the South by

SIGNED, SEALED and delivered
by Shri. S.A. Hejamadi
Divisional Forest Officer,
Kanara Northern Division,
in the presence of -

sd/- Divisional Forest Officer, N.K. Kanara Division.

1.

2.

The Common Seal of the West Coast Paper Mills, Limited,
has been affixed hereto pursuant to a resolution of
the Board of Directors of the Company dated
day of in the presence of -

1.

2.

Copy
SRKamath 2/9/1965
DFO Dandeli

Copy of letter No.FND.2855/7731(a)-J dated 27th January 1956 from the Assistant Secretary to Government of Bombay, Agri. and Forests Department, Sachivalaya, Bombay, to the Director, the West Coast Paper Mills Ltd.

Sub: Forest Land: Grant of - for the establishment of Paper and pulp factory at Dandeli.

I am directed to enclose for your information a copy of the agreement approved by Government in connection with the lease of the forest land granted to you for the establishment of the above factory. The Chief Conservator of Forests has been requested to get the agreement executed with your company at an early date. You are requested to execute the agreement immediately on hearing from the Chief Conservator of Forests.